

EXHIBIT “A”



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Case Summary

Case Number: A 2301117

Court: Common Pleas Civil

Case Caption: SHARMELE MOORE vs. BED BATH & BEYOND INC

Judge: TERRY NESTOR

Filed Date: 03/17/2023

Case Type: C310 - OTHER TORT- PERSONAL INJURY

Total Deposits: \$325.00 Credit

Total Costs: \$301.00

Case History

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Date	Description	Notes	Amount	Doc Image#
05/02/2023	FILING FROM GEOFFREY A BELZER	DOCUMENT MAY CONTAIN SENSITIVE INFORMATION REDACTION MAY BE NEEDED	19.00	
04/10/2023	BED BATH & BEYOND, INC.'S ANSWER TO PLAINTIFFS' COMPLAINT	DOCUMENT MAY CONTAIN SENSITIVE INFORMATION REDACTION MAY BE NEEDED	6.00	
04/07/2023	NOTIFICATION FORM FILED.	DOCUMENT MAY CONTAIN SENSITIVE INFORMATION REDACTION MAY BE NEEDED	1.00	
03/27/2023	ELECTRONIC POSTAL RECEIPT RETURNED. COPY OF SUMMONS & COMPLAINT DELIVERED TO BED BATH & BEYOND INC ON 03/23/23, FILED. [CERTIFIED MAIL NBR.: 7194 5168 6310 0984 1933]	DOCUMENT MAY CONTAIN SENSITIVE INFORMATION REDACTION MAY BE NEEDED		
03/22/2023	JUDGE ASSIGNED CASE ROLLED TO NESTOR/TERRY PRIMARY			
03/20/2023	SUMMONS ISSUED BY CERTIFIED MAIL TO BED BATH & BEYOND INC	DOCUMENT MAY CONTAIN SENSITIVE INFORMATION REDACTION MAY BE NEEDED	4.00	
03/20/2023	SUMMONS ISSUED BY CERTIFIED MAIL TO BED BATH & BEYOND INC	DOCUMENT MAY CONTAIN SENSITIVE INFORMATION REDACTION MAY BE NEEDED	4.00	
03/20/2023	CERTIFIED MAIL SERVICE ISSUED TO BED BATH & BEYOND INC [CERTIFIED MAIL NBR.: 7194 5168 6310 0984 1933]		9.00	
03/20/2023	CERTIFIED MAIL SERVICE ISSUED TO BED BATH & BEYOND INC [CERTIFIED MAIL NBR.: 7194 5168 6310 0984 1940]		9.00	
03/17/2023	COMPLAINT FILED	DOCUMENT MAY CONTAIN SENSITIVE INFORMATION REDACTION MAY BE NEEDED	4.00	
03/17/2023	CLASSIFICATION FORM FILED.	DOCUMENT MAY CONTAIN SENSITIVE INFORMATION REDACTION MAY BE NEEDED	1.00	
03/17/2023	INITIAL CASE DEPOSIT PAID BY DAVID A LAITE		325.00	
03/17/2023	COPY COSTS		18.00	

1 - 13 / Filtered: 13 Total: (13) All Rows



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David A. Laite (0047361)
Attorney for Plaintiff

**IN THE COURT OF COMMON PLEAS
HAMILTON COUNTY, OHIO**

SHARMELE MOORE
3727 Yellowstone Dr.
Cincinnati, OH 45251-1425

Plaintiff,

v.

BED BATH & BEYOND, INC.
650 Liberty Ave.
Union, NJ 07083

Also Serve
STATUTORY AGENT:
CT CORPORATION SYSTEM
4400 Easton Commons Way, Ste. 125
Columbus, OH 43219

And

JOHN DOE
Name Unknown
Address Unknown,

Defendants.

: Case No.

: (Judge

)

COMPLAINT

FIRST COUNT

1. At all times mentioned herein, the Plaintiff Sharmele Moore was and is an individual residing in the City of Cincinnati, Hamilton County, Ohio.
2. At all times mentioned herein, the Defendant Bed Bath & Beyond, Inc. (hereinafter Bed), is a corporation doing business in the State of Ohio and having a business outlet at 9775 Colerain Ave., Cincinnati, Ohio.

3. At all times mentioned herein, the Defendant Bed was charged with the duty of maintaining, repairing, keeping free from nuisance and hazard the retail facility known as Bed Bath & Beyond situated in Cincinnati, Hamilton County, Ohio.

4. On or about July 26, 2022, the Plaintiff was upon the premises of the Defendant Bed with the knowledge, permission and invitation of said Defendants.

5. On or about July 26, 2022, the Plaintiff was in an area in which the bedding material was kept.

6. At all times mentioned herein, shelving was negligently attached and fell from the shelving striking the Plaintiff.

7. On or about July 26, 2022, the Defendant John Doe, whose real name and address is unknown and could not with reasonable diligence be ascertained by the Plaintiff prior to filing this action, was an agent, servant and/or employee of the Defendant Bed. Defendant John Doe was at all such times, acting within the scope and course of her/his employment with the Defendant Bed. Therefore, Defendant Bed is vicariously liable to the Plaintiff under the doctrine of respondeat superior.

8. On or about July 26, 2022, on the premises located at 9775 Colerain Ave., Cincinnati, OH, while acting in the course and scope of his/her employment, Defendant John Doe did negligently perform his/her job responsibilities by, among other things, placing the shelving in a negligent formation causing it to fall and strike the Plaintiff.

9. As a direct and proximate result of the Defendant John Doe's negligence, the Plaintiff sustained physical injuries which are, in part, permanent; furthermore, these injuries caused the Plaintiff great pain and suffering in the past and will continue to do so into the foreseeable future.

10. As a further direct and proximate result of the Defendant John Doe's negligence, the Plaintiff has incurred medical expenses in the approximate amount of \$2,346.00 and expects to incur further such expenses into the foreseeable future. In addition, the Plaintiff has sustained lost wages in the approximate amount of \$300.00 and expects to incur further such losses into the foreseeable future.

11. The injuries, losses and damages suffered by the Plaintiff as described herein were the direct and proximate result of the negligence of the Defendant John Doe and Defendant Bed in failing to discharge the duty of care required of each of them.

12. The injuries, losses and damages sustained and suffered by the Plaintiff were the direct and proximate result of the active negligence of Defendants in:

- a) including a dangerous, hazardous and latent parallel upon the business premises; and/or
- b) subjecting Plaintiff to a hidden danger and risk of injury known to the Defendants but unknown and not reasonably discoverable to the Plaintiff; and/or
- c) failing to warn Plaintiff of a hazard known to the Defendants; and/or
- d) failing to exercise reasonable care for the safety of Plaintiff and other business invitees under the circumstances; and/or
- e) failing to maintain and keep the business premises in good repair and free from nuisance.

WHEREFORE, the Plaintiff demands judgment against the Defendants in an amount in excess of \$25,000.00 together with his costs, fees, expenses and any other relief to which he may be entitled.

Respectfully submitted,

BROWN, LIPPERT & LAITE

/s/ David A. Laite

David A. Laite (0047361)
640 Cincinnati Club Building
30 Garfield Place
Cincinnati, Ohio 45202
(513) 241-1950 (Telephone)
(513) 241-4095 (Telecopy)
blhe@fuse.net
Attorney for Plaintiff

TO THE CLERK:

Issue Service of Summons and Complaint in the within action returnable according to law.

/s/ David A. Laite

David A. Laite (0047361)
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS
HAMILTON COUNTY, OHIO

SHARMELE MOORE,

Plaintiffs,

v.

BED BATH & BEYOND, INC. and JOHN
DOE,

Defendants.

CASE NO. A 2301117

BED BATH & BEYOND, INC.'S ANSWER TO PLAINTIFFS' COMPLAINT

Defendant, Bed Bath & Beyond, Inc. ("BBB"), by and through counsel of record, Geoffrey A. Belzer of Wilson Elser Moskowitz Edelman & Dicker LLP, states the following in response to Plaintiffs' Complaint:

FIRST COUNT

1. At all times mentioned herein, the Plaintiff Sharmele Moore was and is an individual residing in the City of Cincinnati, Hamilton County, Ohio.

ANSWER: BBB has insufficient personal knowledge to admit or deny the allegations stated in Paragraph 1 of the Complaint and therefore denies same for want of knowledge.

2. At all times mentioned herein, the Defendant Bed Bath & Beyond, Inc. (hereinafter Bed), is a corporation doing business in the State of Ohio and having a business outlet at 9775 Colerain Ave., Cincinnati, Ohio.

ANSWER: Admitted.

3. At all times mentioned herein, the Defendant Bed was charged with the duty of maintaining, repairing, keeping free from nuisance and hazard the retail facility known as Bed Bath & Beyond situated in Cincinnati, Hamilton County, Ohio.

ANSWER: The allegations stated in Paragraph 3 contain a legal conclusion to which no responsive pleading is required. To the extent that a responsive pleading is deemed necessary, BBB states that its legal duties are imposed by law, not pleading, and, to the extent that any allegations stated in Paragraph 3 are contrary to the applicable law, such allegations are denied.

4. On or about July 26, 2022, the Plaintiff was upon the premises of the Defendant Bed with the knowledge, permission and invitation of said Defendants.

ANSWER: BBB has insufficient personal knowledge to admit or deny the allegations stated in Paragraph 4 of the Complaint and therefore denies same for want of knowledge.

5. On or about July 26, 2022, the Plaintiff was in an area in which the bedding material was kept.

ANSWER: BBB has insufficient personal knowledge to admit or deny the allegations stated in Paragraph 5 of the Complaint and therefore denies same for want of knowledge.

6. At all times mentioned herein, shelving was negligently attached and fell from the shelving striking the Plaintiff.

ANSWER: Denied.

7. On or about July 26, 2022, the Defendant John Doe, whose real name and address is unknown and could not with reasonable diligence be ascertained by the Plaintiff prior to filing this action, was an agent, servant and/or employee of the Defendant Bed. Defendant John Doe was at all such times, acting within the scope and course of her/his employment with the Defendant Bed. Therefore, Defendant Bed is vicariously liable to the Plaintiff under the doctrine of respondeat superior.

ANSWER: BBB has insufficient personal knowledge to admit or deny the allegations stated in Paragraph 7 of the Complaint and therefore denies same for want of knowledge.

8. On or about July 26, 2022, on the premises located at 9775 Colerain Ave., Cincinnati, OH, while acting in the course and scope of his/her employment, Defendant John Doe did negligently perform his/her job responsibilities by, among other things, placing the shelving in a negligent formation causing it to fall and strike the Plaintiff.

ANSWER: Denied.

9. As a direct and proximate result of the Defendant John Doe's negligence, the Plaintiff sustained physical injuries which are, in part, permanent; furthermore, these injuries caused the Plaintiff great pain and suffering in the past and will continue to do so into the foreseeable future.

ANSWER: Denied.

10. As a further direct and proximate result of the Defendant John Doe's negligence, the Plaintiff has incurred medical expenses in the approximate amount of \$2,346.00 and expects to incur further such expenses into the foreseeable future. In addition, the Plaintiff has sustained lost wages in the approximate amount of \$300.00 and expects to incur further such losses into the foreseeable future.

ANSWER: Denied.

11. The injuries, losses and damages suffered by the Plaintiff as described herein were the direct and proximate result of the negligence of the Defendant John Doe and Defendant Bed in failing to discharge the duty of care required of each of them.

ANSWER: Denied.

12. The injuries, losses and damages sustained and suffered by the Plaintiff were the direct and proximate result of the active negligence of Defendants in:

- a) including a dangerous, hazardous and latent parallel upon the business premises; and/or
- b) subjecting Plaintiff to a hidden danger and risk of injury known to the Defendants but unknown and not reasonably discoverable to the Plaintiff; and/or
- c) failing to warn Plaintiff of a hazard known to the Defendants; and/or
- d) failing to exercise reasonable care for the safety of Plaintiff and other business invitees under the circumstances; and/or
- e) failing to maintain and keep the business premises in good repair and free

ANSWER: BBB denies all allegations stated in Paragraph 12 of Plaintiff's Complaint including, but not limited to, subparts (a) through (e).

AFFIRMATIVE DEFENSES

- 1. Plaintiff fails to state a claim upon which relief may be obtained.
- 2. Plaintiff has failed to join all necessary parties.
- 3. Plaintiff has failed to timely file this Complaint in accordance with the applicable statute of limitations.
- 4. Plaintiff has failed to obtain proper service of this Defendant.
- 5. Plaintiff's comparative negligence is greater than 50%, thus barring any recovery.
- 6. Plaintiff's comparative negligence of 50% or less requires that any recovery she makes be reduced proportionally.
- 7. Plaintiff has failed to mitigate her damages.

8. Pursuant to *Robinson v. Bates*, 112 Ohio St.3d 17, 2006-Ohio-6362 (2006), and related case law, Plaintiff's claims for alleged medical expenses, all of which are denied, are limited to the actual amount of medical bills which constitute full payment.

8. Plaintiff's claims for alleged medical expenses resulting from the subject occurrence, all of which are denied, are limited to those that are for reasonable and necessary.

9. Plaintiff's claims are barred by intervening and/or superseding cause.

10. Plaintiff's claims are barred by the doctrine of claim preclusion.

11. Plaintiff's claims are barred by the doctrine of issue preclusion.

12. BBB reserves the right to add any additional affirmative defenses that may be necessitated by facts uncovered during the court of discovery.

WHEREFORE, having fully answered Plaintiffs' Complaint, Defendant Bed Bath & Beyond, Inc. pray that this Court dismiss all allegations against it with prejudice and for any other relief this Court determines to be just and equitable.

Dated: April 10, 2023

Respectfully submitted,

/s/ Geoffrey A. Belzer

Geoffrey A. Belzer (0071899)
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Chicago IL 60603
(312) 821-6116
(312) 704-0550 (fax)
Geoffrey.Belzer@wilsonelser.com
Attorney for Defendants Bed Bath & Beyond, Inc.

JURY DEMAND

Defendant Bed Bath & Beyond, Inc. hereby demands a jury of the maximum amount of jurors available by law.

/s/ Geoffrey A. Belzer

Geoffrey A. Belzer (0071899)

CERTIFICATE OF SERVICE

I hereby certify that on April 10, 2023, I filed the foregoing with the Court's electronic filing service, such that the following received a copy of this pleading:

Attorneys for Plaintiff

David A. Laite (0047361)
Brown, Lippert & Laite
640 Cincinnati Club Building
30 Garfield Place
Cincinnati, OH 45202
blhe@fuse.net

/s/ Geoffrey A. Belzer